

BELL LEASE LOT No. 5

*See amendment  
attached*

THIS LEASE, made and executed in triplicate this 31<sup>st</sup> day of January, 1955, pursuant to the order of the Board of County Commissioners of King County, State of Washington, directing such lease, and recorded in Volume       , Page       , of the Records of King County Commissioners, by and between KING COUNTY, a municipal corporation, as Lessor, and ARTHUR J. BELL, as Lessee,

**WITNESSETH:**

1. That the Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby lease and demise unto the Lessee, and the said Lessee does hereby lease the following described premises situated on King County Airport, Boeing Field, in the County of King, State of Washington, to-wit:

"Beginning at the NE corner of the SW quarter (4) of Section 28, Twp. 24 N, R 4 E, W.M., thence N. 88°25'45" W. along said Section 28 a distance of six hundred seventy-nine (679) feet, thence N. 38°46'18" W. a distance of nine hundred twenty (920) feet, thence in a westerly direction fifteen (15) feet to a true point of beginning, thence continuing westerly one hundred eighty (180) feet to a point on the west building boundary line, thence northerly fifty (50) feet, thence easterly one hundred eighty (180) feet to the east building boundary line, thence in a southerly direction along the east building boundary line a distance of fifty (50) feet to the true point of beginning, approximately 9,000 square feet,"

with appurtenances, for a term of thirty-five (35) years, beginning on the first (1st) day of February, 1955, and ending on the thirty-first (31st) day of January, 1990.

2. The rental to be paid for said premises shall be the sum of \$450.00 per annum, and shall be paid in the following manner, to-wit: \$112.50 upon the execution hereof, the receipt of which is hereby acknowledged, and \$37.50 on the first (1st) day of each and every month thereafter to and including the first day of November, 1989. From the \$112.50 paid upon the execution hereof, the sum of \$37.50 shall apply in payment of the rent of the first month of the term hereof and the balance of \$75.00 shall, in the event the Lessee shall perform all of the covenants herein to be performed by the Lessee, be applied on rent for the last two months of the term hereof. It is further understood that in the event that King County hard surfaces the area adjacent to the premises and used as ingress and egress, the Lessee will allow the annual rental for this plot to be increased to \$480.00 per annum, payable at the rate of \$40.00 per month in advance on the first day of each and every month according to the terms of this lease.

3. That at the expiration of the first five-year period of the term of this lease, and at the commencement of each and every five-year period of said term thereafter, the rental to be paid by the Lessee for and during each and every subsequent period respectively shall be readjusted and fixed, either by agreement between the Board of County Commissioners of King County and the Lessee or by the method of arbitration as provided in Chapter 41 of the Laws of 1951 of the State of Washington, to which full reference is herein made as if the chapter were fully set forth herein.

4. If, at any time during the term of this lease, Lessee shall fail to pay the rental provided for herein or the rentals which shall be subsequently fixed under and pursuant to the terms and conditions of this lease, then the Lessor through its Board of County Commissioners may give written notice to Lessee to pay said rentals as aforesaid within thirty (30) days after receipt by Lessee of said notice; and if such default is not

*See the  
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*Small Plane Lot No. 5, 64*

cured within the thirty (30) days period, the Lessor shall have the right and power to declare this lease forfeited and any and all improvements placed upon the premises by the Lessee shall then become the property of the Lessor; provided that tools, equipment and machinery placed or installed by Lessee on the leased premises may be removed by Lessee within a reasonable time.

5. The leased premises are to be used by the Lessee for the following purposes: For the storage, charter and maintenance of aircraft and for flight instruction, and for no other purpose; and, if at any time during the life of this lease the Lessee shall use the premises for other than the purposes leased, without first obtaining the written permission of the Lessor to do so, this lease may be cancelled at the option of the Lessor. The Lessor shall at all times allow ingress and egress from the leased property, to and from the runways and taxiways on the airport, over other property owned or controlled by the Lessor.

6. It shall be the obligation of the Lessee to pay to the proper parties amounts due for electricity, water, telephone services, and all other utilities furnished to Lessee on the leased premises by such parties.

7. Lessee shall allow Lessor and Lessor's agents free access to said premises at all reasonable times for the purpose of inspection of the same, or of making repairs or alterations in the course of maintaining the airport and its facilities.

8. The Lessee agrees to construct a building upon the property above described in accordance with plans and specifications attached hereto which are hereby approved, within a period of three (3) years from the date of beginning of this lease, the buildings so erected to be maintained by the Lessee in good condition and appearance. The Lessee also agrees that at the termination of the period of this lease it will remove said building from said tract, should the Lessor so request.

9. In the event of forfeiture of this lease under any of the terms and conditions herein contained, all of the rentals paid under this lease shall be forfeited to the Lessor and shall be and remain the property of the Lessor as liquidated damages; and the Lessee, or its assigns, shall have no right to remove any of the improvements (except as provided in Paragraph 4 hereof) and upon such forfeiture the Lessor shall have the right to reenter said premises and take full and absolute possession thereof.

10. This lease shall not be assigned, sub-leased or sub-rented unless such assignment, sub-lease or sub-rental shall be first authorized and consent made in writing by the Lessor through its Board of County Commissioners.

11. Lessee shall have the right and privilege of altering and modifying the leased premises, but all at the expense of the Lessee; no alterations shall be made, however, without first having the written consent of the Lessor or its agent.

12. Lessee accepts the premises in their present condition and agrees to keep said premises in good repair and will upon the termination of this lease yield up said premises to the Lessor in the same condition; it being expressly understood and agreed that Lessee shall not be liable for ordinary wear and tear or for any loss occasioned by fire, earthquake, Act of God, or because of any act or thing over which Lessee has no control.

13. Lessee agrees to save the Lessor harmless from any liability for damages or injury caused to any person or property of any third person on the premises covered by this lease or by the act or neglect of any agent, employee or customer of said Lessee on the property covered by this lease; provided, however, that the Lessee shall under no circumstances indemnify or hold harmless the Lessor because of any damage or injury which is caused by Lessor, its officers, agents and/or employees.

14. It is agreed that all signs used on the premises shall be approved by the Lessor or Lessor's agent before or at the time of erecting or placing of said sign, which approval shall not unreasonably be withheld.

cc  
Lester  
A. Bell  
9-17-69

STATE OF WASHINGTON)  
COUNTY OF KING } ss.

On this 31<sup>st</sup> day of January, 1955, before me personally appeared JAMES A. GIBBS, WM. H. SEARS and DEAN C. McLEAN, to me known to be the County Commissioners of King County, Washington, and who together constitute the Board of County Commissioners of King County, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the official seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Gronne Monk  
Notary Public in and for the State  
of Washington, residing at Seattle.

STATE OF WASHINGTON)  
COUNTY OF KING } ss.

On this 26<sup>th</sup> day of January, 1955, before me personally appeared ARTHUR J. BELL, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

L. A. Boyer  
Notary Public in and for the State  
of Washington, residing at Seattle.